

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Will Allen/797-2093

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE TOWN OF DAVIE FOR RESTORATION OF LANDSCAPING ALONG DAVIE ROAD.

**REPORT IN BRIEF:** This is to extend the limit of placement of brick pavers along the east side of Davie Road on the south side of Griffin Road. The cost of this extension of 240 feet or 156 sq. yd. is \$9500.40. FDOT's contractor installed these brick pavers after approval by the Davie CRA. The Davie CRA approved this expenditure at their September 25, 2000 meeting. The Joint Participation Agreement between FDOT and the Town of Davie needs to be amended to add the additional bricks. The original agreement approved by Resolution No. R-99-80 and amended by Resolution No. R-99-116 is in the amount of \$46,473.35. The additional \$9,500.40 increases the total to \$55,973.75. The original amount has already been paid so the amount due will be \$9,500.40.

**PREVIOUS ACTIONS:** Resolutions No. R-99-80 and R-99-116 already approved the Joint Participation Agreement for funding of landscape components of Davie Road. The Davie CRA authorized the expenditure of the \$9,500.40 at their September 25, 2000 meeting.

**CONCURRENCES:** The Davie CRA approved the expenditure of the additional \$9,500.40 at their September 25, 2000 meeting and recommended approval of the amended JPA at their April 9, 2001 meeting.

**FISCAL IMPACT:**

Has request been budgeted? yes

If yes, expected cost: \$9,500.40

Account Name: Special Projects (0104055150502)

**RECOMMENDATION(S):** Motion to approve the Resolution.

**Attachment(s):** Resolution  
Amended Joint Participation Agreement  
Resolution No. R-99-80  
Resolution No. R-99-116

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE  
JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA  
DEPARTMENT OF TRANSPORTATION AND THE TOWN OF DAVIE FOR  
RESTORATION OF LANDSCAPING ALONG DAVIE ROAD

WHEREAS, the Town Council of the Town of Davie approved a joint participation agreement with the Florida Department of Transportation on March 3, 1999 and amended the joint participation agreement on April 7, 1999; and

WHEREAS, the parties hereto have determined a need to further amend the Agreement to include funding for improvements consisting of the removal of the existing sidewalk (156 sq. yd.) and the placement of brick pavers (156 sq. yd.) along the east side of Davie Road, South of Griffin Road (from approximately STA 18+86 to STA 21+46); and

WHEREAS, the Davie CRA has agreed to provide such funds to restore the landscaping along Davie Road.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby amend the Joint Participation Agreement between the Florida Department of Transportation and the Town of Davie to restore landscaping along Davie Road for an additional \$9500.40, a copy of which is attached as Exhibit A”.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT  
AMENDMENT NO. ONE

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THIS AMENDMENT, made and entered into this day of \_\_\_\_\_, 200\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, hereinafter called the **DEPARTMENT**, and **TOWN OF DAVIE** with offices at P.O. Box 21229, West Palm Beach, Florida hereinafter called the **TOWN**.

**W I T N E S S E T H**

**WHEREAS**, on **April 21, 1999**, the parties entered into a Joint Participation Agreement, hereinafter referred to as **AGREEMENT**, wherein the **TOWN** agreed to contribute toward certain improvements described as follows hereinafter referred to as the **PROJECT**: To provide funding for adding landscaping components at Davie Road, from SW 47th Street to SW 43rd Street, State FM No 227706/1/52/01; and,

**WHEREAS**, the parties hereto have determined a need to further amend the Agreement to include: funding for improvements consisting of the removal of existing sidewalk (156 sq. Yd) and the placement of brick pavers (156 sq. Yd) along the east side of Davie Road, South of Griffin Road (from approx. STA 18+86 to STA 21+46), and said changes shall be provided in this amendment to the **AGREEMENT**; and,

**WHEREAS**, the parties hereto mutually agree that such amendment is in their best interest;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations herein, the parties agree to amend that certain Joint Participation Agreement dated **April 21th, 1999**, as follows :

- **Second WHEREAS, Page 1 of 6, shall be amended as follows:**

**WHEREAS**, the **TOWN** has agreed to participate in certain additions to the contract. Specifically, adding landscaping components at Davie Road, from SW 47th Street, to SW 43rd Street and removal of existing sidewalk (156 sq. Yd) and the placement of brick pavers (156 sq. Yd) along the east side of Davie Road, South of Griffin Road (from approx. STA 18+86 to STA 21+46), within the original **PROJECT** limits; and,

- **Section 4, Page 2 of 6, shall be amended as follows:**

The Total increased costs of the **PROJECT**, including the additional landscaping is estimated to be **FIFTY FIVE THOUSAND NINE HUNDRED SEVENTY THREE DOLLARS AND SEVENTY FIVE CENTS (\$55,973.75)**. The **TOWN** agrees that it will, within 30 days of the execution of this

agreement, furnish the DEPARTMENT \$55,973.75 for their portion of the additional project costs for State FM Project No.: 227707/1/52/01. The payment of funds under this Joint Participation Agreement will be made directly to the DEPARTMENT for deposit into the State Transportation Trust Fund. **Remittance shall be made payable to the Department of Transportation, 3400 West Commerical Boulevard, Fort Lauderdale, Florida 33309, Attention: Josephine Softy, Contractual Services Coordinator. Payment shall be clearly marked to indicate that it is to be applied to FM Project: 227706/1/52/01.**

**SUMMARY OF FUNDS PARTICIPATION:**

Original Agreement, Dated April 21, 1999	\$46,473.35	Paid 06/01/99
Amendment #One, Pending	<u>\$ 9,500.40</u>	Amount Due Upon Execution
Est. Total Project:	<u>\$55,973.75</u>	

All provisions, covenants, terms and conditions of the AGREEMENT between the parties heretofore entered into under the date of **April 21, 1999**, as originally set forth therein, and which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

**IN WITNESS WHEREOF**, this AMENDMENT to be executed by the parties below for the purposes specified herein. The effective date of this AMENDMENT shall be the date the last party of the AGREEMENT has signed.

**TOWN OF DAVIE  
TOWN COUNCIL**

BY: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_ SEAL  
Town Clerk

APPROVED: This document reviewed and approved  
as to form by Office of Town Attorney,

BY: \_\_\_\_\_  
TOWN Attorney

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
Rick Chesser, P. E.- District Four Secretary

ATTEST: \_\_\_\_\_ SEAL  
Executive Secretary

DATE OF EXECUTION: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Director of Administration - District Four

APPROVED: This document reviewed and  
approved as to form

\_\_\_\_\_  
District Four General Counsel

RESOLUTION R 99-80

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE TOWN OF DAVIE FOR RESTORATION OF LANDSCAPING ALONG DAVIE ROAD

WHEREAS, the Town of Davie/Davie Community Redevelopment Agency will be completing beautification improvements along Davie Road generally between SW 43rd Street and SW 38th Court as part of the Davie Road Beautification Project; and

WHEREAS, the Florida Department of Transportation (FDOT) will be completing similar improvements south of 43rd Street as part of the Griffin Road widening project; and

WHEREAS, FDOT has a \$43,473.35 shortfall in its project amount and requires the Town/CRA to provide funds to restore landscaping on Davie Road as part of its project; and

WHEREAS, the Davie CRA has agreed to provide such funds to restore the landscaping along Davie Road.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby approve the Joint Participation Agreement between the Florida Department of Transportation and the Town of Davie to restore landscaping along Davie Road for \$46,473.35, a copy of which is attached as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 3rd DAY OF March, 1999.

  
MAYOR/COUNCILMEMBER

ATTEST:

  
TOWN CLERK

APPROVED THIS 3rd DAY OF March, 1999.

See  
R 99-116 for  
modified  
agreement

FM No: 227706/1/52/01

F.A. No: T U05 (ACSU)

WPI No: 4110571

Vendor No: VF 596 046 527 003

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**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
TOWN OF DAVIE  
JOINT PARTICIPATION AGREEMENT**

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**THIS AGREEMENT**, entered into this 3rd day of March, 1999 by and between the State of Florida Department of Transportation, hereinafter called the DEPARTMENT, and the Town of Davie, located at 6591 SW 45th Street, Davie, Florida, hereinafter called the TOWN.

**WITNESSETH**

**WHEREAS**, the DEPARTMENT is currently undertaking a construction Project at State Road 818 (Griffin Road), from State Road 817 (University Drive) to State Road 7 (US 441), through a current contract ( State FM No: 227706/1/52/01, WPI No: 4110571), hereinafter referred to as the PROJECT; and,

**WHEREAS**, the TOWN has agreed to participate in certain additions to the contract. Specifically, adding landscaping components at Davie Road, from SW 47th Street, to SW 43rd Street, within the original PROJECT limits; and,

**WHEREAS** the DEPARTMENT does not have funding capabilities to implement the said additional landscaping to the PROJECT; and,

**WHEREAS**, the TOWN agrees to participate in funding the increased costs as a result of the requested additional landscaping ; and,

**WHEREAS**, the TOWN, by resolution, R 99-80 , a copy of which is attached hereto and made a part hereof, authorizes the TOWN to enter into this agreement,

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the PROJECT, the parties agree to the following:

1. The above recitals are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for continuing with the construction services to perform the PROJECT, and shall direct the management of the PROJECT, including the additional landscaping.
3. The DEPARTMENT shall be responsible for assuring that the PROJECT, including the additional landscaping, complies with all Federal Highway Administration (FHWA) and DEPARTMENT standards.
4. The total increased costs of the PROJECT, for the addition of the landscaping is estimated to be **FORTY SIX THOUSAND, FOUR HUNDRED SEVENTY THREE DOLLARS, AND THIRTY FIVE CENTS (\$46,473.35)**. The TOWN agrees that it will, within 30 days of execution of this Agreement, furnish the DEPARTMENT \$ 46,473.35 for their portion of the additional project costs for State FM Project No: 227706/1/52/01. The payment of funds under this Joint Participation Agreement will be made directly to the DEPARTMENT for deposit into the State Transportation Trust Fund. **Remittance shall be made payable to the Department of**

**Transportation, Attention: Teresa Martin, Professional Services. Payment shall be clearly marked to indicate that it is to be applied to FM Project : 227706/1/52/01.**

5. Contingent upon the DEPARTMENT'S receipt of the TOWN'S project contribution, the DEPARTMENT shall proceed with the additional landscaping.

6. Upon final payment to the Contractor, the DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days. All project cost records and accounts shall be subject to audit by a representative of the TOWN for a period of three (3) years after final close out of the project.

7. Should the DEPARTMENT and the TOWN decide to proceed with subsequent phases of the PROJECT, this AGREEMENT shall be amended to identify the respective responsibilities and the financial arrangements between the parties.

8. The parties agree that the PROJECT is dependant upon the TOWN's payment of funds to the DEPARTMENT for its share of the costs of the PROJECT and additional work, supplemental agreements and claims. Should the TOWN fail to provide the necessary funding to proceed with the PROJECT, the DEPARTMENT's obligations to continue with the additions to the PROJECT shall be terminated.

9. This Agreement or any interest herein shall not be assigned, transferred or otherwise encumbered by the TOWN under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

10. This Agreement shall continue in effect and be binding to both the TOWN and the DEPARTMENT until the project is completed.



11. To the extent allowed by the Laws of Florida, the TOWN hereby agrees to indemnify, defend, save, and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of, or due to any intentional and/or negligent act or occurrence, omission, or commission of the TOWN, its agents, or employees, arising out of this contract or the work which is the subject hereof. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.

12. The TOWN warrants that it has not employed or obtained any company or person, other than bona fide employees of the TOWN to solicit or secure this Agreement and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the TOWN. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.

13. This Agreement is governed by and construed in accordance with the laws of State of Florida.

14. This document incorporates and includes all prior negotiations, correspondence, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

**If to the DEPARTMENT:**

District Four  
Florida Department of Transportation  
3400 West Commercial Blvd.  
Fort Lauderdale, Florida 33309-3421  
Attn.: Teresa Martin, Contractual Services Coordinator  
With a copy to: Jim Fitzgerald - FDOT Project Manager  
A second copy to: District General Counsel

**If to the TOWN:**

Town of Davie  
6591 SW 45th Street  
Davie, Florida 33314-3399  
Attn: Glen Irwin, TOWN Project Manager  
Copy To: Town Attorney's Office

16. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Chapter 339.135 (6)(a), Florida Statutes, are hereby incorporated:

" The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money made be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 dollars and which have a term for a period of more than one year."

IN WITNESS WHEREOF, the TOWN has caused this Joint Participation Agreement to be executed in its behalf this 3rd day of March, 1999 by the Town Council authorized to enter into and execute same by Resolution No. R 99-80, and the DEPARTMENT has executed this Agreement through its District Secretary for District Four Florida Department of Transportation, this \_\_\_\_\_ day of, \_\_\_\_\_ 19\_\_\_\_. The effective date of this Agreement shall be the date the last party to this Agreement has signed.

TOWN OF DAVIE  
TOWN COUNCIL

BY: [Signature]  
Mayor

ATTEST: [Signature] SEAL  
Town Clerk

APPROVED:  
This document reviewed and approved as  
to form by Office of Town Attorney,

BY: [Signature]  
TOWN Attorney

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Rick Chesser, P. E.  
District Four Secretary

ATTEST: \_\_\_\_\_ SEAL  
Executive Secretary

APPROVED:

BY: \_\_\_\_\_  
District Director of Administration

DATE OF EXECUTION: \_\_\_\_\_

APPROVED: (As to Form)  
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
District Legal Counsel

RESOLUTION R-99-116

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE TOWN OF DAVIE FOR RESTORATION OF LANDSCAPING ALONG DAVIE ROAD

WHEREAS, the Town Council of the Town of Davie approved a joint participation agreement with the Florida Department of Transportation (FDOT) on March 3, 1999; and

WHEREAS, Town staff had requested that a section of the agreement be modified that required the Town indemnify FDOT for its work; and

WHEREAS, after approval of the agreement FDOT agreed that the Town's request was a reasonable concern and agreed to revise its boilerplate agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

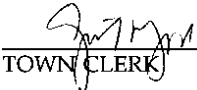
SECTION 1. The Town Council of the Town of Davie does hereby amend the Joint Participation Agreement between the Florida Department of Transportation and the Town of Davie to restore landscaping along Davie Road, a copy of which is attached as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 7th DAY OF APRIL, 1999.

  
VICE-MAYOR/COUNCILMEMBER

ATTEST:

  
TOWN CLERK

APPROVED THIS 7th DAY OF APRIL, 1999.

FM No: 227706/1/52/01

F.A. No: T U05 (ACSU)

WPI No: 4110571

Vendor No: VF 596 046 527 003

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**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
TOWN OF DAVIE  
JOINT PARTICIPATION AGREEMENT**

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**THIS AGREEMENT**, entered into this 21<sup>st</sup> day of April, 1999 by and between the State of Florida Department of Transportation, hereinafter called the **DEPARTMENT**, and the Town of Davie, located at 6591 SW 45th Street, Davie, Florida, hereinafter called the **TOWN**.

**WITNESSETH**

**WHEREAS**, the **DEPARTMENT** is currently undertaking a construction Project at State Road 818 (Griffin Road), from State Road 817 (University Drive) to State Road 7 (US 441), through a current contract ( State FM No: 227706/1/52/01, WPI No: 4110571), hereinafter referred to as the **PROJECT**; and,

**WHEREAS**, the **TOWN** has agreed to participate in certain additions to the contract. Specifically, adding landscaping components at Davie Road, from SW 47th Street, to SW 43rd Street, within the original **PROJECT** limits; and,

WHEREAS the DEPARTMENT does not have funding capabilities to implement the said additional landscaping to the PROJECT; and,

WHEREAS, the TOWN agrees to participate in funding the increased costs as a result of the requested additional landscaping ; and,

WHEREAS, the TOWN, by resolution, 12-99-116 , a copy of which is attached hereto and made a part hereof, authorizes the TOWN to enter into this agreement,

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the PROJECT, the parties agree to the following:

1. The above recitals are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for continuing with the construction services to perform the PROJECT, and shall direct the management of the PROJECT, including the additional landscaping.
3. The DEPARTMENT shall be responsible for assuring that the PROJECT, including the additional landscaping, complies with all Federal Highway Administration (FHWA) and DEPARTMENT standards.
4. The total increased costs of the PROJECT, for the addition of the landscaping is estimated to be **FORTY SIX THOUSAND, FOUR HUNDRED SEVENTY THREE DOLLARS, AND THIRTY FIVE CENTS (\$46,473.35)**. The TOWN agrees that it will, within 30 days of execution of this Agreement, furnish the DEPARTMENT \$ 46,473.35 for their portion of the additional project costs for State FM Project No: 227706/1/52/01. The payment of funds under this Joint Participation Agreement will be made directly to the DEPARTMENT for deposit into the State Transportation Trust Fund. **Remittance shall be made payable to the Department of**

**Transportation, Attention: Teresa Martin, Professional Services. Payment shall be clearly marked to indicate that it is to be applied to FM Project : 227706/1/52/01.**

5. Contingent upon the DEPARTMENT'S receipt of the TOWN'S project contribution, the DEPARTMENT shall proceed with the additional landscaping.
6. Upon final payment to the Contractor, the DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days. All project cost records and accounts shall be subject to audit by a representative of the TOWN for a period of three (3) years after final close out of the project.
7. Should the DEPARTMENT and the TOWN decide to proceed with subsequent phases of the PROJECT, this AGREEMENT shall be amended to identify the respective responsibilities and the financial arrangements between the parties.
8. The parties agree that the PROJECT is dependant upon the TOWN's payment of funds to the DEPARTMENT for its share of the costs of the PROJECT and additional work, supplemental agreements and claims. Should the TOWN fail to provide the necessary funding to proceed with the PROJECT, the DEPARTMENT's obligations to continue with the additions to the PROJECT shall be terminated.
9. This Agreement or any interest herein shall not be assigned, transferred or otherwise encumbered by the TOWN under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
10. This Agreement shall continue in effect and be binding to both the TOWN and the DEPARTMENT until the project is completed.

11. The TOWN warrants that it has not employed or obtained any company or person, other than bona fide employees of the TOWN to solicit or secure this Agreement and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the TOWN. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.

12. This Agreement is governed by and construed in accordance with the laws of State of Florida.

13. This document incorporates and includes all prior negotiations, correspondence, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.



14. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

**If to the DEPARTMENT:**

District Four  
Florida Department of Transportation  
3400 West Commercial Blvd.  
Fort Lauderdale, Florida 33309-3421  
Attn.: Teresa Martin, Contractual Services Coordinator  
With a copy to: Jim Fitzgerald - FDOT Project Manager  
A second copy to: District General Counsel

**If to the TOWN:**

Town of Davie  
6591 SW 45th Street  
Davie, Florida 33314-3399  
Attn: Glen Irwin, TOWN Project Manager  
Copy To: Town Attorney's Office

15. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Chapter 339.135 (6)(a), Florida Statutes, are hereby incorporated:

" The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money made be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 dollars and which have a term for a period of more than one year."

IN WITNESS WHEREOF, the TOWN has caused this Joint Participation Agreement to be executed in its behalf this 7th day of April 1999 by the Town Council authorized to enter into and execute same by Resolution No. R-99-116, and the DEPARTMENT has executed this Agreement through its District Secretary for District Four Florida Department of Transportation, this 21st day of April 1999. The effective date of this Agreement shall be the date the last party to this Agreement has signed.

TOWN OF DAVIE  
TOWN COUNCIL

BY: James W. Bush  
Vice Mayor

ATTEST: [Signature] SEAL  
Town Clerk

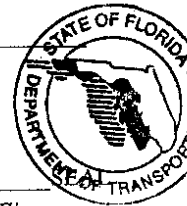
APPROVED:  
This document reviewed and approved as  
to form by Office of Town Attorney,

BY: [Signature]  
TOWN Attorney

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: [Signature]  
Rick Chesser, P. E.  
District Four Secretary

ATTEST: [Signature]  
Executive Secretary



APPROVED:

BY: [Signature]  
District Director of Administration

DATE OF EXECUTION: 4/21/99

APPROVED: (As to Form)  
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: [Signature]  
District Legal Counsel

